

Anthony J. Pope (AP 2188)
CARUSO POPE EDELL PICINI, P.C.
60 Route 46 East
Fairfield, New Jersey 07004
(973) 667-6000
Attorneys for Plaintiff

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X
ANTHONY CASSO,

Plaintiff,

09 Civ. 520 (LTS)

- against -

**AFFIDAVIT OF
ANTHONY CASSO**

PHILIP CARLO,

Defendant.
-----X

STATE OF NEW YORK)

)

ss.:

COUNTY OF NEW YORK)

ANTHONY CASSO., being duly sworn, deposes and says:

1. I am currently incarcerated at the U.S. Penitentiary in Florence , Colorado ("ADX")
2. Philip Carlo contacted me while I was incarcerated at the U.S. Penitentiary in Florence, Colorado.
3. Mr. Carlo indicated to me that he desired to be given the opportunity to write my biography.
4. At the time of Mr. Carlo's communication with me regarding my life story, I was already in talks with another author, Mr. Nick Bryant, for the same thing.
5. However, Mr. Carlo repeatedly represented that he would assist me in having my conviction reviewed by counsel in the hopes of having same reversed by

the appellate court in order to induce me to assist him in writing my biography.

6. I had known Mr. Carlo's parents for some time and Mr. Carlo utilized what I deemed to be friendship in order to obtain my trust and confidence so that I would give him permission and assistance in writing my biography.
7. I agreed to enter into a contractual agreement with Mr. Carlo to have him write my biography.
8. The terms of the agreement between Mr. Carlo and I were that all income derived from the book would be equally divided between Mr. Carlo and I.
9. Similarly, Mr. Carlo and I agreed that any income derived from any movie or television deal developed from the book would also be divided equally between us.
10. On or about July 11, 2007, Mr. Carlo wrote me a letter in which he outlined the timing of the payments from the publishing company, whom I understood to be HarperCollins. In that letter, Mr. Carlo indicated that payments were spread out over time, in $\frac{1}{4}$ increments on important dates in the development of the book.
11. On or about July 28, 2007, Mr. Carlo again reiterated this payment structure in a letter.
12. I cooperated with Mr. Carlo in all phases of the research and development of my biography, including divulging information to Mr. Carlo known only to myself.

13. It is my understanding that in or around July 2008, the book *GasPipe* (my biography) was published by HarperCollins.
14. Following the book's publication I had great difficulty reaching Mr. Carlo.
15. To this day, neither Mr. Carlo nor HarperCollins has paid me or any member of my family any money from the proceeds of the book *GasPipe*, be it sales royalties of advances.
16. Any assertion of Mr. Carlo that income from the book was not to be split fifty-fifty between the two of us is blatantly false.

Dated:

Anthony Casso
ANTHONY CASSO

Sworn to before me this 18
day of February, 2010.

Notary Public

Rann D. [Signature]
**Authorized by the Act of
July 27, 1955, to administer
oaths (18 U.S.C. 4004)**